

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

JULIUS CALDWELL,

Plaintiff,

v.

ICEE OF ATLANTA, INC. and
KENT WATKINS,

Defendants.

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Civil Action File No.:

1:10-CV-1719-JOF

JOINT MOTION TO APPROVE SETTLEMENT

Plaintiff Julius Caldwell (“Caldwell”) and Defendants ICEE of Atlanta, Inc. (“ICEE”) and Kent Watkins (“Watkins”) (collectively referred to as the “Parties”) jointly move for approval of the mutually agreed upon terms and conditions of the settlement of Plaintiff’s claims under the Fair Labor Standards Act (“FLSA”).

1.

Plaintiff commenced this FLSA action on June 4, 2010.

2.

Defendants deny that they violated the FLSA in any way.

3.

Good-faith disputes between the Parties remain, including:

(a) Whether Plaintiff was properly classified as exempt from the overtime

requirements of the FLSA;

(b) The method to be used in calculating overtime payments if payment for overtime is required;

(c) The applicable statute of limitations;

(d) The amount of overtime, if any, Plaintiff worked;

(e) The amount of damages, if any, to be awarded and any appropriate offsets or adjustments;

(f) Whether liquidated damages are appropriate and, if so, the amount of such damages; and

(g) The amount of reasonable attorney's fees, if any, which Plaintiff's attorneys are entitled to recover.

4.

In order to settle the foregoing and all other outstanding issues between them, the Parties have entered into a Settlement Agreement. The Settlement Agreement obligates Defendants to pay Plaintiff an amount representing back wages and liquidated damages, and an amount representing his attorneys' fees and costs. The Settlement Agreement also includes the other material terms of a settlement between the Parties, such as a confidentiality covenant and Plaintiff's general release of all claims. In order to provide the Court with the opportunity to

review the terms of the Settlement Agreement while maintaining the confidentiality of the settlement terms, the Settlement Agreement will be presented to the Court for an *in camera* review.

5.

The Parties believe that the Settlement Agreement is a fair and reasonable resolution of Plaintiff's claims and that the Court should approve the Settlement Agreement.

6.

The Parties further agree that, upon the Court's approval of this Joint Motion, that the action should be dismissed with prejudice.

WHEREFORE, the Parties pray that the Court grant this Joint Motion to Approve Settlement and further order the dismissal of this action, with prejudice.

/s/ Preston B. Davis

Preston B. Davis
Georgia Bar No. 141999

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ATTORNEY FOR DEFENDANTS

CERTIFICATE OF COMPLIANCE WITH
LOCAL RULE 5.1

We certify that the foregoing *Joint Motion to Approve Settlement and Stipulation for Voluntary Dismissal With Prejudice* was prepared in Times New Roman 14 point font.

/s/ Preston B. Davis
Preston B. Davis

/s/ Andrew Y. Coffman
Andrew Y. Coffman